
EXHIBIT A



International Mobile Satellite Organization
99 City Road, London EC1Y 1AX, England

Contract No. INM/97-2065

for

Inmarsat Packet Data System Analyst

with

David Mudge
44A Handforth Road
Oval
London
SW9 0LP

**CONTRACT FOR
Inmarsat Packet Data System Analyst**

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Preamble

This is a Contract between, David Mudge (hereinafter referred to as the "Consultant") an individual existing under the laws of England, with his registered office at 44A Handforth Road, Oval, London SW9 0LP and the International Mobile Satellite Organization (hereinafter referred to as "Inmarsat"), an international organization established by the Convention on the International Mobile Satellite Organization and the Operating Agreement (as amended) relating thereto, which entered into force on 16 July 1979, with its headquarters at 99 City Road, London EC1Y 1AX, England. Don

The effective date of this Contract is 10 November 1997.

Article 1: Scope of Work

A. The Consultant shall furnish to Inmarsat consultancy support in accordance with the terms and conditions of this contract including Annex A hereto, entitled Statement of Work as directed by Inmarsat's responsible officer

Article 2: Duration of Contract

All work to be performed hereunder shall be carried out by 31 December 1997.

Article 3: Charges

A. The Consultant is authorised to charge the daily rate of three hundred and seventy five Pounds Sterling (£375.00) for work performed by the Consultant bringing the total of the Contract to five thousand six hundred and twenty five Pounds Sterling (£5,626.00) which sum is not to be exceeded without the prior written consent of the responsible officer referred to in Article 21. The foregoing sums are exclusive of any VAT.

B. In the case of prior authorised travel, Inmarsat shall reimburse the Contractor in respect of travel (actual travel costs - economy class travel if less than eight (8) hours, and business class travel if exceeding eight (8) hours), subsistence at the applicable United Nations daily rates and the costs of travel documentation (i.e. visas etc). All relevant receipts should be attached to invoices.

Travel tickets will be provided to the Contractor for Inmarsat business travel only, in accordance with the above Inmarsat Travel Policy. At no time shall personal itineraries, preferences, changes, modifications, downgrading, exchanging or altering of the tickets be permitted without Inmarsat's prior written authorisation.

C. Inmarsat shall not be liable for any further charges, costs or expenses.

Article 4: Payment

The Consultant shall render monthly invoices to Inmarsat for the amount payable to the Consultant pursuant to Article 3 hereof, entitled Charges, and Inmarsat shall pay such amounts within thirty (30) days from the date of receipt of the invoice. The Consultant's right to retain any payment made pursuant to this Article shall be conditional upon the full and satisfactory completion of all work specified in this Contract.

The invoice shall include, as a minimum, the Contract number and the responsible Procurement Contact - Debbie Brunette, and responsible Technical Officer - Richard King.

Article 5: Taxes and Duties

Inmarsat shall be responsible for any value added tax which may become due by reason of the performance of this Contract. Inmarsat shall not be responsible for any other taxes and duties arising from or related to the performance of this Contract. For the avoidance of doubt, the Consultant shall be responsible for all income tax, national insurance contributions and pension contributions relating to it or its employees.

Article 6: Warranty

The Consultant warrants that the work to be performed hereunder shall be carried out with reasonable skill, care and diligence. This warranty is without prejudice to, or forfeiture of, any other rights and remedies Inmarsat may have under this Contract or at law or equity.

Article 7: Intellectual Property Rights

The Consultant assigns to Inmarsat the exclusive right title and interest in all future copyrights, design rights and other intellectual and industrial property rights in all reports/software and other documentation which are produced by the Consultant pursuant to this Contract. At Inmarsat's cost, the Consultant shall do such acts or execute such documents as are reasonably necessary to vest such intellectual property rights (including but not limited to patents) in Inmarsat.

Article 8: Industrial and Intellectual Property Rights, Indemnity

The Consultant shall indemnify and hold harmless Inmarsat, its Parties and Signatories against all claims that the actions of the Consultant, its servants or agents in performing this Contract infringe the industrial or intellectual property rights of the claimant. The Consultant agrees to resist and defend, at its own expense, any such claims against any of the said indemnitees, and to pay any royalties and other costs associated with any settlement of such claims, and any damages and costs awarded as the result of any suit based on such claims. This obligation shall be contingent upon the indemnitees giving the Consultant prompt notice of such claims, all necessary authority to defend or settle the claims on their behalf, and, at the request of the Consultant, reasonable cooperation and assistance and such relevant information as is available to them.

Article 9: Inmarsat-Furnished Documents, Examination

With respect to any documents that Inmarsat is required to provide or does provide to the Consultant pursuant to this Contract, the Consultant shall exercise reasonable care to ensure that such documents are sufficient for the performance of this Contract, and that they contain no manifest errors or anomalies. The Consultant shall inform Inmarsat promptly in the event that it discovers any error, omission or anomaly in any such document at any time.

Article 10: Confidentiality

A. The Consultant (including its employees) shall have the following obligations with respect to the information contained in this Contract, including any work package: any reports provided by the Consultant hereunder; and any information supplied to the Consultant by or on behalf of Inmarsat in connection with this Contract that is identified as confidential at the time it is so supplied. Such identification shall be made or confirmed in writing.

- (1) The Consultant shall take all reasonable measures to protect the confidentiality of such information.
- (2) The Consultant agrees that it shall use such information solely in connection with this Contract, unless alternative uses are explicitly authorized by Inmarsat with respect to specifically designated information.
- (3) The Consultant shall not disclose such information to third parties, or have it disclosed, in any manner or form, so long as it remains confidential, without the explicit authorization of Inmarsat.

B. Paragraph A of this Article shall continue to apply, irrespective of any expiration or termination of this Contract, unless and until such time as such information comes into the Consultant's lawful possession independent of disclosure in connection with this Contract, or otherwise lawfully comes into the public domain.

Article 11: Public Release of Information

The Consultant shall obtain the written approval of Inmarsat concerning the content and timing of news releases, articles, brochures, advertisements, prepared speeches, and other information releases to be made by the Consultant or any of its subConsultants concerning this Contract or the work performed or to be performed hereunder. Inmarsat shall be given a reasonable time to review the proposed text prior to the date scheduled for its release.

Article 12: Remedies for Breach of Contract

If either party breaches this Contract deliberately, negligently, or otherwise, the other party shall be entitled to any applicable remedies available at law or equity, including, but without limitation to, damages and specific performance.

Article 13: Consequences of Force Majeure

A. The purpose of this Article is to establish the consequences of force majeure events preventing either party from complying with any of its obligations under this Contract.

B. As used in this Article, the term "force majeure" refers to events extrinsic to this Contract that are beyond the reasonable control of, and not attributable to negligence or other fault of, the party relying on such events to excuse its failure to perform. The term does not include strikes or other events caused by labour disputes, unless such strikes or other events are part of national or regional disputes.

C. Any party whose ability to perform is affected by a force majeure event shall take all reasonable steps to mitigate the impact of such event.

D. If the effect of a force majeure event is temporary, subject to Paragraph E of this Article, the party so affected shall not be responsible for any consequent delay, and the relevant schedule or time period shall be extended accordingly, if and only if notice of the event is given to the other party within seven (7) days after the event has occurred. At the time of the initial notice of the occurrence of the event, or as soon thereafter as possible, the party affected shall inform the other party of the extent of the delay expected as a result of the event.

E. In the case of one or more force majeure events having a temporary effect on the ability of the Consultant to comply with the schedule for the work or any part thereof, if the effect is, or will be, to delay such schedule by more than ninety (90) days, or in the case of force majeure events permanently preventing the Consultant from complying with said schedule, Inmarsat may declare this Contract to be terminated, in whole or in part. In such event Inmarsat's sole liability shall be to pay the Consultant for work carried out up to the date of termination, including work carried out under any uncompleted work package.

Article 14: Governmental Authorizations

The Consultant shall be responsible for obtaining all governmental authorizations necessary for the performance of the Consultant's obligations hereunder. In the event that the Consultant fails to obtain any such authorization as may be necessary to complete the work or any part thereof, Inmarsat may at any time terminate the work or any part thereof in which event the Consultant shall refund all payments made by Inmarsat with respect to the work or any part thereof.

Article 15: Termination in Special Circumstances

A. Inmarsat shall have the right to terminate this Contract, in whole or in part, at any time and with immediate effect, in any of the following events:

- (1) If the Consultant has committed a material breach of this Contract, which if remediable, has not been so remedied within thirty (30) days of a written request to do so by Inmarsat.
- (2) If the Consultant goes into liquidation, or if its financial position is such that, within the framework of its national law, legal action leading toward liquidation may be taken against it by its creditors.
- (3) If the Consultant resorts to fraudulent practices in connection with the Contract, including, but not limited to:
 - (a) Deceit concerning the nature, quality, or quantity of goods and services required to be rendered under this Contract; or
 - (b) The giving or offering of gifts or remuneration for the purposes of bribery to any person in the employ of a Party to the Inmarsat Convention, or of a Signatory, or of Inmarsat, or acting on behalf of any of them, irrespective of whether such bribes or remuneration are made on the initiative of the Consultant or otherwise.

B. In the event of such termination, Inmarsat's remedies shall include the right to a refund of monies paid to the Consultant for terminated work and any increased cost of completing terminated work.

Article 16: Termination for Convenience

- A. Inmarsat may terminate this Contract, in whole or in part, for Inmarsat's convenience, at any time prior to completion provided that Inmarsat notify the Consultant no less than 5 days in advance.
- B. In the event of such termination, the termination charges shall be determined by good faith negotiations between Inmarsat and the Consultant or, if agreement cannot be reached, pursuant to Article 18 hereof, entitled Arbitration.

Article 17: Applicable Law

This Contract shall be governed by and interpreted according to the laws of England.

Article 18: Arbitration

- A. Any dispute that arises between the Consultant and Inmarsat in connection with this Contract, which is not settled within thirty (30) days from the date that either party notifies the other that such a dispute exists, or within such longer period as may be mutually agreed upon, shall be resolved by arbitration under the Rules of the London Court of International Arbitration in effect on the date that the arbitration is initiated.
- B. A sole arbitrator shall be appointed by the Court, unless the parties agree in a particular case that the tribunal should consist of more than one arbitrator, or unless the Court determines in view of all the circumstances of the case that a three (3) member tribunal is appropriate.
- C. The place of arbitration shall be London, England.
- D. Responsibility for paying the costs of the arbitration, including the costs incurred by the parties themselves in preparing and presenting their cases, shall be apportioned by the tribunal.
- E. The award shall state the reasons upon which it is based.
- F. The award shall be final and binding on the parties as from the date it is made.
- G. Judgment upon the award rendered may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.
- H. The parties recognize that the subject matter of this Contract is unique, and that damages may not be adequate under some circumstances. For these reasons, the parties agree that the tribunal shall be empowered to decree specific performance.

Article 19: Key Personnel

- A. It is agreed that David Mudge is necessary for the successful completion of the work to be performed under this Contract.
- B. David Mudge shall not be removed from the performance of the work under this Contract unless replaced with personnel of substantially equal qualifications and ability. Inmarsat shall have the right to review the qualifications of any proposed replacements and, if for good and sufficient reasons Inmarsat deems such personnel to be unsuitable, Inmarsat may require the Consultant to offer alternative candidates where such are available. If, at Inmarsat's sole discretion, a suitable alternative candidate is not provided, Inmarsat shall reserve the right to terminate this Contract with immediate effect.
- C. Notwithstanding its role in approving key personnel and their replacements, Inmarsat shall have no supervisory control over their work, and nothing in this Article shall relieve the Consultant of any of its obligations under this Contract, or of its responsibility for any acts or omissions of its personnel.

Article 20: Assignment of Contract

- A. The Consultant shall not assign or delegate, either in whole or in part, this Contract or any of the Consultant's rights, duties, or obligations hereunder to any person or entity without the prior express approval of Inmarsat, which shall be at Inmarsat's sole discretion.

B. Notwithstanding any conditions under which Inmarsat may grant such approval, the Consultant shall remain a guarantor to Inmarsat of the performance of the assigned or delegated duties and obligations in accordance with this Contract and all applicable laws.

C. Inmarsat is considering restructuring and transferring the whole or the majority of its business to a new entity ("Inmarsat Successor"). If such restructuring takes place, then Inmarsat shall be entitled to assign or novate this Contract, or any part thereof, and/or any rights or obligations hereunder to Inmarsat Successor by giving the Contractor written notice to that effect. The Contractor will, if so requested by Inmarsat, enter into any assignment/novation agreement as may be required to perfect or record such assignment/novation.

Article 21: Responsible Officers

A. The responsible officers of the parties may be changed from time to time by notice to the other party. Until further notice, the responsible officer for Inmarsat shall be *Richard King* and for the Consultant, *David Mudge*.

B. For the purpose of administration of this Contract any communications between Inmarsat and the Consultant shall be enforceable and binding upon the parties only if signed by the appropriate responsible officers.

Article 22: Communications

A. All notices, reports, invoices and other correspondence to be provided to Inmarsat or the Consultant pursuant to this Contract shall be sent for the attention of the responsible officers referred to in Paragraph A of Article 21 hereof, entitled Responsible Officers, at the following addresses:

INMARSAT

International Mobile Satellite Organization
99 City Road
London EC1Y 1AX
United Kingdom

CONSULTANT:

David Mudge
44A Handforth Road
Oval
London
SW9 0LP

B. All communications pertinent to this Contract shall be made or confirmed in writing, including telegram, telex, or facsimile.

C. All documentation and communications required under this Contract shall be in the English language.

Article 23: Time Limits

Any time limits to which this Contract binds the Consultant or Inmarsat shall be counted in calendar days from the day following that of the event marking the start of the time limit, and shall end on the last day of the period laid down. When the last day of a time limit is a Saturday or Sunday, or a legal holiday in the country in which the particular contractual performance is required, such time limit shall be extended to the first working day following.

Article 24: Consultant's Liability

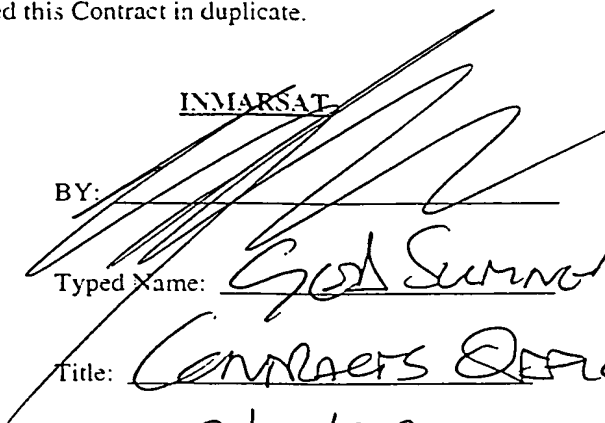
The Consultant's liability in respect of any claim for loss or damage arising out of, or in connection with any provision of the Contract, shall under no circumstances exceed in aggregate for one incident or series of incidents arising from the same event the total value of the contract. This limitation shall not extend to death or personal injury caused by the Consultant. The Consultant shall in no event be liable for the following loss or damage howsoever caused and even if the possibility of such loss or damage has been disclosed to the Consultant in advance or could reasonably have been foreseen by the Consultant.

- a) Economic loss of profits, business revenue, goodwill and contracts;
- b) Damages in respect of special, indirect or consequential loss or damage.

Article 25: Entire Agreement

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous correspondence, representations, proposals, negotiations, understandings, or agreements of the parties, whether oral or written. The parties also hereby acknowledge that there are no collateral contracts between them with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have signed this Contract in duplicate.

CONSULTANT.BY: David D MudgeTyped Name: DAVID D MUDGETitle: ConsultantDate: 12/11/97INMARSATBY: Typed Name: Gordon S. SmithTitle: Contract AdministratorDate: 12/11/97

ANNEX A

STATEMENT OF WORK



**STATEMENT OF WORK FOR THE POSITION OF
INMARSAT PACKET DATA SYSTEM ANALYST
WORK PACKAGE #1**

1. SCOPE OF WORK

This temporary position is required in order to fulfil the following tasks, with respect to the development of the Inmarsat Packet Data System (IPDS) :-

- 1) Provide expert support for the development of the IPDS 'Home-LES' model, taking into account the specialised requirements of the LES Operators.
- 2) Provide draft IPDS SDM sections for the 'Home-LES' working and the SBS to 'Home-LES' interfacing.
- 3) Interface with other members of the IPDS development team in order to finalise architectural and system issues for the IPDS SDM.
- 4) Interface with members of the IPDS Steering Group in order to ascertain LES Operator sensitivities to design decisions.

2. CANDIDATE REQUIREMENTS

- Detailed knowledge of the Inmarsat Packet Data Services architecture.
- Understanding of LES requirements wrt Inmarsat service provision.
- Detailed knowledge of the Inmarsat SDM writing practices.

3. TIMEFRAME

Start of work : 10th November 1997

Expected finish : Initial contract until 31st December 1997. It is expected that there will be extensions until 31st December 1998.

4. LEVEL OF EFFORT

Initial Contract for 15 days @ £375 per 7-hour day. Thereafter effort and rate to be negotiated.

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